### IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

PEANUTS WORLDWIDE LLC,

Plaintiff,

v.

THE PARTNERSHIPS and UNINCORPORATED ASSOCIATIONS IDENTIFIED ON SCHEDULE "A",

Defendants.

Case No. 22-cv-02475

Judge Harry D. Leinenweber

Magistrate Judge Young B. Kim

#### PRELIMINARY INJUNCTION ORDER AS TO CERTAIN DEFENDANTS

THIS CAUSE being before the Court on Plaintiff Peanuts Worldwide LLC's ("Plaintiff") Motion for Entry of a Preliminary Injunction as to Certain Defendants, and this Court having heard the evidence before it hereby GRANTS Plaintiff's Motion for Entry of a Preliminary Injunction as to Certain Defendants in its entirety against the fully interactive, e-commerce stores<sup>1</sup> operating under the seller aliases identified in Schedule A attached hereto (the "Seller Aliases").

THIS COURT HEREBY FINDS that it has personal jurisdiction over the Defendants since the Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more Seller Aliases, offer shipping to the United States, including Illinois, accept payment in U.S. dollars and have sold products bearing unauthorized copies of Plaintiff's copyrighted designs (including U.S. Copyright Registration Nos. B 197-759, GP 59-162, and A 95-985) (the "Peanuts Copyrighted

<sup>&</sup>lt;sup>1</sup> The e-commerce store urls are listed on Schedule A hereto under the Online Marketplaces.

Designs") and/or using infringing and counterfeit versions of Plaintiff's federally registered trademarks (the "PEANUTS Trademarks") to residents of Illinois (such products collectively referred to herein as the "Unauthorized Peanuts Products"). A list of the PEANUTS Trademarks is included in the below chart.

Registration No.	Trademark	Goods and Services
1,255,304	PEANUTS	For: address books; books (including coloring books); datebooks; greeting cards; growth charts made of paper; invitations; memo pads; nametags made of paper; paintbrushes; paper napkins; pencils; pencil boxes and cases; place cards made of paper; playing cards; telephone list books; wrapping paper for gifts; writing paper and envelopes; and writing tablets in class 016.
1,265,839	PEANUTS	For: Christmas decorations and ornaments; dolls; playsets; puzzles in class 028.
1,301,542	PEANUTS	For: music boxes in class 015.
1,729,501	PEANUTS	For: clothing; namely, infant boys' and girls' creepers, leggings, shorts, jackets, tops, boys' tops, shorts, tank tops, fleece tops, pants, pajamas, jackets, shorts, and socks; girls' shorts, tops, creepers, jumpers, socks and hosiery in class 025.
1,970,335	PEANUTS	For: bed linen, namely bedspreads, blankets, comforters, pillowcases, pillow shams, and sheets in class 024.
4,017,645	PEANUTS	For: pre-recorded DVDs featuring animated characters; pre-recorded CDs featured animated character voices; films featuring animated characters; computer game programs, computer game software, video games, namely, video game software, video game cartridges and video game discs; downloadable television shows featuring animated characters in class 009.  For: continuing animated programs distributed over television, satellite, audio, video media, the internet and worldwide web in class 041.
4,429,043	PEANUTS	For: motion picture films featuring animated cartoons; downloadable motion pictures featuring animated cartoons; downloadable music in class 009.

Registration No.	Trademark	Goods and Services
5,023,666	PEANUTS	For: porcelain commemorative plates in class 021.
5,392,411	PEANUTS	For: bags, namely, purses, tote bags, backpacks, book bags, school bags, diaper bags, duffel bags, messenger bags, overnight bags, sling bags, luggage, luggage tags, travels bags and garment bags for travel, cosmetic bags sold empty, toiletry bags sold empty, cinch sacks in the nature of drawstring bags used as backpacks, wristlet bags, wallets, change purses, leather and imitation leather key chains, umbrellas; pet clothing; pet accessories, namely, leashes, collars in class 018.
1,254,632	SNOOPY	For: games and toys; ornaments and decorations for Christmas trees in class 028.
1,256,819	SNOOPY	For: jewelry, watches, and clocks in class 014.
1,256,900	SNOOPY	For: luggage and totebags in class 018.
1,256,970	SNOOPY	For: athletic jerseys, aprons, bibs, coats, footwear, gloves, hats, jackets, jogging suits, mittens, nightgowns, nightshirts, pajamas, t-shirts, tank tops, shorts, socks, sweatshirts, and underwear in class 025.
1,267,166	SNOOPY	For: picture frames in class 020.
1,268,857	SNOOPY	For: adhesive bandages in class 005.
1,286,055	SNOOPY	For: drinking glasses, glass mugs, ceramic mugs, decorative ceramic storage containers for miscellaneous items, and toothbrushes in class 021.
1,300,520	SNOOPY	For: books, writing paper and envelopes, paint brushes, playing cards, printed instructional and teaching materials, crayons, felt-tip markers, pencils, erasers, paper lunchbags, calendars, drawing paper and tablets, and memo pads in class 016.
2,492,720	SNOOPY	For: gummy candies in class 030.
4,145,986	SNOOPY	For: pre-recorded DVDs, pre-recorded CDs, motion picture films for television featuring animated characters; computer game programs; computer game software; video game programs; video game discs; and video game software in class 009.

Registration No.	Trademark	Goods and Services
5,218,767	SNOOPY	For: motion picture films featuring children's entertainment; downloadable motion pictures featuring children's entertainment in class 009.
5,214,344	CHARLIE BROWN	For: motion picture films featuring animated cartoons; downloadable motion pictures featuring animated cartoons; downloadable music, ringtones and electronic games via the internet and wireless devices in class 009.

THIS COURT FURTHER FINDS that injunctive relief previously granted in the Temporary Restraining Order ("TRO") should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Plaintiff's previously granted Motion for Entry of a Temporary Restraining Order establishes that Plaintiff has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted. Specifically, Plaintiff has proved a prima facie case of trademark infringement because (1) the PEANUTS Trademarks are distinctive marks and are registered with the U.S. Patent and Trademark Office on the Principal Register, (2) Defendants are not licensed or authorized to use the PEANUTS Trademarks, and (3) Defendants' use of the PEANUTS Trademarks is causing a likelihood of confusion as to the origin or sponsorship of Defendants' products with Plaintiff. Furthermore, Defendants' continued and unauthorized use of the PEANUTS Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. As such, this Court orders that:

- 1. Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily and preliminarily enjoined and restrained from:
  - a. using the PEANUTS Trademarks or any reproductions, counterfeit copies or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Peanuts product or not authorized by Plaintiff to be sold in connection with the PEANUTS Trademarks;
  - b. reproducing, distributing copies of, making derivative works of, or publicly displaying the Peanuts Copyrighted Designs in any manner without the express authorization of Plaintiff;
  - c. passing off, inducing, or enabling others to sell or pass off any product as a genuine Peanuts product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control or supervision of Plaintiff and approved by Plaintiff for sale under the PEANUTS Trademarks and/or the Peanuts Copyrighted Designs;
  - d. committing any acts calculated to cause consumers to believe that Defendants' Unauthorized Peanuts Products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
  - e. further infringing the PEANUTS Trademarks and/or the Peanuts Copyrighted Designs and damaging Plaintiff's goodwill; and

- f. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's trademarks, including the PEANUTS Trademarks, or any reproductions, counterfeit copies or colorable imitations thereof and/or which bear the Peanuts Copyrighted Designs.
- 2. Upon Plaintiff's request, any third party with actual notice of this Order who is providing services for any of the Defendants, or in connection with any of Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc. ("eBay"), AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, Inc. ("Amazon"), ContextLogic Inc. d/b/a Wish.com ("Wish.com"), Walmart, Inc. ("Walmart"), and DHgate (collectively, the "Third Party Providers") shall, within seven (7) calendar days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person's or entity's possession or control relating to:
  - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information and all associated e-mail addresses;
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces; and

- c. any financial accounts owned or controlled by Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, PayPal, Inc. ("PayPal"), eBay, Alipay, Alibaba, Ant Financial Services Group ("Ant Financial"), Amazon Pay, Wish.com, Walmart, DHgate, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
- 3. Upon Plaintiff's request, those with notice of the injunction, including Third Party Providers as defined in Paragraph 2, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of counterfeit and infringing goods using the PEANUTS Trademarks and/or which bear the Peanuts Copyrighted Designs.
- 4. Defendants shall be temporarily and preliminarily restrained and enjoined from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
- 5. Any Third Party Providers, including PayPal, eBay, Alipay, Alibaba, Ant Financial, Wish.com, Walmart, DHgate, and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order:
  - a. locate all accounts and funds connected to Defendants' Seller Aliases and Online Marketplaces, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto; and

- b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further ordered by this Court.
- 6. Plaintiff is authorized to issue expedited written discovery, pursuant to the Federal Rules of Civil Procedure 33, 34 and 36, related to:
  - a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses; and
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, without limitation, identifying information associated with the Online Marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective Online Marketplaces.

Plaintiff is authorized to issue any such expedited discovery requests via e-mail. Defendants shall respond to any such discovery requests within three (3) business days of being served via e-mail.

7. Plaintiff may provide notice of these proceedings to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by electronically publishing a link to the Complaint, this Order and other relevant documents on a website and by sending an e-mail to the Defendants that includes a link to said website. The Clerk of the Court is directed to issue a single original summons in the name of "The Partnerships and all other Defendants identified in the Complaint" that shall apply to all Defendants. The combination of providing notice via electronic publication and e-mail, along with any

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notice that Defendants receive from payment processors, shall constitute notice reasonably

calculated under all circumstances to apprise Defendants of the pendency of the action and

afford them the opportunity to present their objections.

8. Schedule A to the Complaint [2], Exhibit 4 to the Declaration of Carrie J. Dumont [16],

and the TRO [24] are unsealed.

9. Any Defendants that are subject to this Order may appear and move to dissolve or modify

the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and

Northern District of Illinois Local Rules.

10. The \$10,000 bond posted by Plaintiff shall remain with the Court until a Final disposition

of this case or until this Preliminary Injunction is terminated.

IT IS SO ORDERED.

Dated: June 15, 2022

Harry D. Leinenweber

United States District Judge

# Peanuts Worldwide LLC v. The Partnerships and Unincorporated Associations Identified on Schedule "A" - Case No. 22-cv-02475

## **Schedule A**

	Defendant Online Marketplaces		
No	URL	Name / Seller Alias	
1	bata999.en.alibaba.com	Dongguan Beta Garment Co., Ltd.	
2	freelife.en.alibaba.com	Shenzhen Fulai Clothing Co., Ltd.	
3	goldenthunder.en.alibaba.com	Wenzhou Jinlei Arts & Crafts Co., Ltd.	
4	gzhysmy.en.alibaba.com	Shantou Hongyunsheng Clothing Co., Ltd.	
5	heimaltd.en.alibaba.com	Shanghai Heima Supply Chain Management Co., Ltd.	
		Guangzhou Huaxuzhan Paper	
6	huaxuzhan.en.alibaba.com	Packaging Co., Ltd.	
7	jieqi888.en.alibaba.com	Xiamen Jieqi Textile Co., Ltd.	
	t li a a althaba a a a	Henan Jiuzhou Longtai Trading Co.,	
8	jzlt.en.alibaba.com	Ltd.	
9	kdprinting.en.alibaba.com	Guangzhou Kingdi Printing Co., Ltd.	
10	kfprinter.en.alibaba.com	Shenzhen King Fu Color Printing Co., Ltd.	
11	laiqingfeng.en.alibaba.com	Guangzhou Qingfeng Clothing Co., Ltd.	
12	lingrong.en.alibaba.com	Zhejiang Lingrong Craft Co., Ltd.	
		Shenzhen Linglongrui Packaging	
13	llr-packaging.en.alibaba.com	Products Co., Ltd.	
14	lzjhy.en.alibaba.com	Shenzhen Jinhao Color Printing Co., Ltd.	
		Shenzhen Baoan District Xixiang	
15	meiyating.en.alibaba.com	Meiyating Clothing Wholesale Firm	
16	meroyal.en.alibaba.com	Yiwu Meroyal Arts & Crafts Co., Ltd.	
17	microprinting.en.alibaba.com	Guangzhou Microprinting Co., Ltd.	
		Quanzhou Lanrui Import And Export	
18	miminoo.en.alibaba.com	Trading Limited Company	
19	newyounger.en.alibaba.com	Xiamen Sugar Trading Co., Ltd.	
20	ouya999.en.alibaba.com	SHENZHEN OUYA ART & CRAFT CO.,LTD	
21	picka.en.alibaba.com	Qingdao Picka Plastic Industry Co., Ltd.	
	picka.em.ambaba.com	Xiamen Rainbow Import & Export Co.,	
22	rainbowcnxm.en.alibaba.com	Ltd.	

		Shijiazhuang Feierte International
23	sjzfeierte.en.alibaba.com	Trade Co., Ltd.
24	sxyuchen.en.alibaba.com	Shaoxing Yuchen Textile Co., Ltd.
	3xydenememanbaba.com	Xiamen Shiguangmimi Electronic
25	timesecret.en.alibaba.com	Commerce Co., Ltd.
23	timesecret.emanbaba.com	Guangzhou Top Glamour Cosmetic
26	topglamour.en.alibaba.com	Co., Ltd.
27	we-home.en.alibaba.com	Jiangsu We Home Textile Co., Ltd.
28	wom.en.alibaba.com	Taizhou Wom Trading Co., Ltd.
29	xmkingjoy.en.alibaba.com	Xiamen Kingjoy Home Goods Co., Ltd.
	33-7	Shenzhen Xingyikang Packing Products
30	xykpacking.en.alibaba.com	Co., Ltd.
31	yifaprinting.en.alibaba.com	Yiwu Yifa Printing Co., Ltd.
32	ynhj.en.alibaba.com	Yunnan Huiji Trading Co., Ltd.
	, ,	Anime Shoe charms Dropshipping
33	aliexpress.com/store/1100049074	Store
34	aliexpress.com/store/1100052227	Anime enthusiast Store
35	aliexpress.com/store/1100058066	Just Love Store
36	aliexpress.com/store/1100080004	Hello doll Store
37	aliexpress.com/store/1100082165	Tomato Item Store
38	aliexpress.com/store/1100087165	Happy Toy Store Store
39	aliexpress.com/store/1100089008	Shop1100089008 Store
40	aliexpress.com/store/1100116003	Love LuLu Store
41	aliexpress.com/store/1100174012	Shop1100174012 Store
42	aliexpress.com/store/1100216178	Shop1100216178 Store
43	aliexpress.com/store/1100217192	Shop1100217192 Store
44	aliexpress.com/store/1100222159	Niulululu Case Store
45	aliexpress.com/store/1100222161	Shop1100222161 Store
46	aliexpress.com/store/1394848	Dayoff Store
47	aliexpress.com/store/1683013	Keychain Wholesale
48	aliexpress.com/store/1898773	Technic Blocks Store
49	aliexpress.com/store/1961459	Stmanya Store
50	aliexpress.com/store/209454	Taber Jewellery Store
51	aliexpress.com/store/2338332	Shop2338332 Store
52	aliexpress.com/store/2906008	Shop2906008 Store
53	aliexpress.com/store/3616098	VFun Blocks Store
54	aliexpress.com/store/3851040	Shop3851040 Store
55	aliexpress.com/store/3968001	Beads Cage77 Store
56	aliexpress.com/store/4392010	nanacoco Store
57	aliexpress.com/store/4532033	Niceness Store
58	aliexpress.com/store/4651038	Shop4651038 Store
59	aliexpress.com/store/4656026	MMMMMMMA Store

60	aliexpress.com/store/4995511	Shop4995511 Store
61	aliexpress.com/store/5044185	Ok! Buy it Store
62	aliexpress.com/store/5051444	Shop5051444 Store
63	aliexpress.com/store/5055166	ZuneraYuvennyWindie Store
64	aliexpress.com/store/5207018	Shop5207018 Store
65	aliexpress.com/store/5232056	Galaxlux Official Store
66	aliexpress.com/store/5285013	Shop5285013 Store
67	aliexpress.com/store/5614262	Jfitines Store
68	aliexpress.com/store/5794695	ETST WENDY Baby Store
69	aliexpress.com/store/5871443	SHINEPET Store
70	aliexpress.com/store/5974103	Seductive night Store
71	aliexpress.com/store/619212	Aining Store
72	aliexpress.com/store/910362330	Inrui Accessories Store
73	aliexpress.com/store/911120230	Shop911120230 Store
74	aliexpress.com/store/911125275	Shop911125275 Store
75	aliexpress.com/store/911192165	Jingcai Lsvba 02 Store
76	aliexpress.com/store/911607204	Shop911607204 Store
77	aliexpress.com/store/911615106	Shop911615106 Store
78	aliexpress.com/store/911737055	STK Aguo Cases Store
79	aliexpress.com/store/911766755	STK Awang Cases Store
80	aliexpress.com/store/911769543	qubilah Pajamas Store
81	aliexpress.com/store/911787979	douyi Store
82	aliexpress.com/store/911943395	HNXADZ Global Store
83	aliexpress.com/store/911945181	Zicai lighting factory direct sales Store
84	aliexpress.com/store/912023404	Anime Homestead Store
85	aliexpress.com/store/912058376	Ugift Store
86	aliexpress.com/store/912060129	Fruit Girl Store
87	aliexpress.com/store/912063679	BAOKEM Store
88	aliexpress.com/store/912067135	SHUIYA Store
89	aliexpress.com/store/912114131	plush taotaotoys Store
90	aliexpress.com/store/912116132	ZUOZUOHUO Store
91	aliexpress.com/store/912161003	Lydia Cookie Tools Store
92	aliexpress.com/store/912161491	No Stress Store
93	aliexpress.com/store/912181888	Baby Dolphins Store
94	aliexpress.com/store/912194445	TOP-100 Store
95	aliexpress.com/store/912364874	cy toy store Store
96	aliexpress.com/store/912370085	Guoying Accessories Store
97	aliexpress.com/store/912442097	MySkye Store
98	aliexpress.com/store/912515321	A surprise day Store
99	aliexpress.com/store/912600078	KKKKYYYY2 Store
100	aliexpress.com/store/912613701	R-z Store
101	aliexpress.com/store/912620800	2022newdian Store

102	aliexpress.com/store/912717002	HULIJ Toy Store
103	aliexpress.com/store/912725064	WeiXinD Store
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149	PREVIOUSLY INCLUDED [31]	PREVIOUSLY INCLUDED [31]